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January 22, 1993

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VIA FEDERAL EXPRESS

Donna R. Searcy, Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554


Re: MM Docket No. 92-260
Ex Parte Presentation

Dear Ms. Searcy:

I am enclosing herewith for filing an original and eleven copies of ex parte reply comments submitted by the New Jersey Cable Television Association. Please contact the undersigned for any questions regarding this filing.

Very truly yours,

MEYNER AND LANDIS


Francis R. Perkins

Encl.

cc: New Jersey Office of Cable Television (w/ encl.)

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EX PARTE OR LATE FILED

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Before the FEDERAL COMMUNICATIONS COMMISSION
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554
OFFICE OF THE SECRETARY

JAN 25 1993

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In the Matter of

Implementation of the Cable Television :
Consumer Protection and Competition Act : MM Docket No. 92-260
of 1992 :

CABLE HOME WIRING

EX PARTE REPLY COMMENTS OF THE
NEW JERSEY CABLE TELEVISION ASSOCIATION

I. Introduction

The New Jersey Cable Television Association (hereinafter "NJCTA")¹ submits these ex parte reply comments in response to the "Comments/Reply Comments" filed by the New Jersey Office of Cable Television of the Board of Regulatory Commissioners (hereinafter "New Jersey Office of Cable Television") in the above captioned proceeding. NJCTA files these ex parte reply comments in an effort to clarify the ownership rights of New Jersey cable companies with respect to home wiring.

NJCTA is aware of the comments filed by many cable operators and national and state cable associations in this proceeding and does not wish to add substantive comments to the record as to the merits of the proposed rule. NJCTA, however, supports those commentators who urge the Federal Communications Commission (hereinafter "Commission") not to interfere with established ownership interest of cable operators in home wiring.² To do otherwise would cause harmful interference with the investment backed expectations of cable operators who have reasonably relied upon their ownership of the home wiring.

¹ The NJCTA is comprised of the vast majority of New Jersey cable television operators.

² See Comments of Time Warner Entertainment Company at 19; Comments of Tele-Communications Inc. at 7; Comments of The National Cable Television Association at 11; and Comments of The Community Antenna Television Association at 3.

0412

II. The New Jersey Office of Cable Television's Reply Comments

The New Jersey Office of Cable Television in its reply comments (no original comments were filed) filed in this proceeding do not accurately describe the ownership interest New Jersey cable operators have in home wiring. In its comments, the New Jersey Office of Cable Television states that it has "no definitive standard" by which it decides home wiring disputes. Comments of the New Jersey Office of Cable Television at 2 n.2. This conclusion is not entirely accurate. As a matter of New Jersey law cable television operators own cable home wiring. This conclusion is based on upon the following: 1) tariffs which are required to be filed by all cable companies in the state which reserve ownership of facilities and equipment in the cable operator; 2) It is the express policy of the New Jersey Board of Regulatory Commissioners (hereinafter "Board") that a presumption exists that cable companies own all service drops and internal wiring; and 3) New Jersey's cable access statute and case law clearly imply that cable companies own all home wiring. These ownership interests are described more fully below.

A. New Jersey Cable Television Tariffs

The New Jersey Cable Television Act requires that cable television companies file tariffs with the Board. N.J.S.A. 48:5A-11(a). Such tariffs are subject to the approval of the Board and are subsequently published. Id. The Board's promulgated rules require that cable operators update their tariffs upon changes in rates and alterations in channel allocation, among other things. See N.J.A.C. 14:18-14.5 & 14:18-14.6.

Most tariffs filed with the Board contain standard language which vests ownership of all facilities and equipment furnished by the cable company for provision of cable television service in the cable company. In fact, the New Jersey Office of Cable Television in a recent communication to all New Jersey cable television operators has indorsed this form of tariff. See Exhibit A which contains a form tariff for use by cable companies. Page 2 of the form tariff recommends the following language be employed by a cable company: "All facilities and equipment, including but not limited to amplifiers, junction box, cable and wire, furnished by the Company in connection with the provision of cable television service, remain the property of the Company . . ."

The form tariff endorsed by the New Jersey Office of Cable Television also prohibits subscribers from rearranging, disconnecting or otherwise removing equipment provided by the cable company without its consent. See also N.J.S.A. 2C:20-8(e) which makes it a crime to displace, tamper with or destroy a cable television wire without the permission of the cable company. The language in both the tariff and the criminal statute makes it clear that cable operators exercise exclusive ownership, control

and dominion over inside home wiring it supplies.

Under New Jersey law, tariffs which are required to be filed by law are not mere contracts but the law. New Jersey Bell Tel. Co. v. West Orange, 188 N.J. Super. 455, 459, 457 A.2d 1196, 1198 (N.J. App. 1982). Therefore, all tariffs filed by cable operators in New Jersey which contain the language recommended by the New Jersey Office of Cable Television would retain express ownership rights in cable home wiring.

NJCTA opposes the adoption of a rule which would interfere with a cable operator's state property rights in existing cable home wiring. Such a rule would detrimentally interfere with the New Jersey cable operators' investment backed expectations in home wiring. Additionally, such a retroactive rule would thwart the New Jersey public policy providing express ownership of cable home wiring in the cable operator.

B. New Jersey Board of Regulatory Commissioner's Presumption That A Cable Operator Owns Inside Wiring

In New Jersey Office of Cable Television's filing before the Commission in this matter it stated that the Board has settled disputes over ownership of wiring by granting a presumption of ownership in favor of the incumbent cable operator. Comments of the New Jersey Office of Cable Television at 2 n.2. This presumption was articulated by the Board in the case of In re Report on the Status of Construction by Shore Cable Company of New Jersey Inc. of a New Cable Television System in the Communities of Ventnor, Longport and Margate, CE89050499 (Oct. 4, 1991) at 10.

When this presumption is coupled with tariffs which vest home wiring ownership in the incumbent cable operator it is clear that the New Jersey law recognizes a cable operator's ownership in existing home wiring.

C. New Jersey's Access Statute and Case Law Establish Ownership Rights to Inside Home Wiring

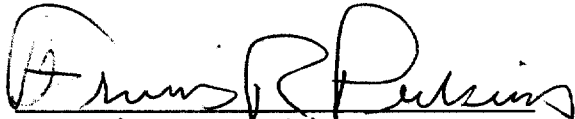
The New Jersey Legislature, as did several other state legislatures, adopted a requirement that cable companies cannot be denied access by landlords to buildings where tenants request such service. N.J.S.A. 48:5A-49. The New Jersey Supreme Court found that this statute is constitutional provided that the landlord received just compensation for the cable operators' use and occupation of the building. NYT Cable TV v. Homestead at Mansfield, Inc., 111 N.J. 21, 33, 543 A.2d 10, 15 (1988). The clear implication of this case and the access statute is that the cable operator owns the inside home wiring. See, e.g., Lorretto v. Teleprompter Manhattan CATV Corp., 485 U.S. 419, 438 (1982) ("Teleprompter's cable installation on appellant's building

constitutes a taking under the traditional [5th Amendment] test"). Any other reading of this line of 5th Amendment cases would render such cases moot since homeowners would have no claim as being the owner of wire.

III. Conclusion

New Jersey Cable operators own inside home wiring that they have deployed. The New Jersey Office of Cable Television's implication that cable operators do not own or have limited ownership interest in cable home wiring is erroneous. The application of a rule that will strip this ownership interest without just compensation is unconstitutional.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Francis R. Perkins". The signature is fluid and cursive, with the first name "Francis" and last name "Perkins" clearly distinguishable.

Francis R. Perkins, Esq.
Meyner & Landis
One Gateway Center
Newark, New Jersey 07102
Attorneys for the
NEW JERSEY CABLE TELEVISION
ASSOCIATION

Dated: January 22, 1993



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STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

TWO GATEWAY CENTER
NEWARK, N.J. 07102

Office of Cable Television
201-648-2670

Charles A. Russell
Deputy Director

Celeste Fasone
Director

DATE: June 6, 1989
TO: NEW JERSEY CABLE OPERATORS/SYSTEM MANAGERS
FROM: CELESTE FASONE, DIRECTOR, OFFICE OF CABLE TELEVISION *CF*
RE: FILING REQUIREMENTS for Changes in Informational
Tariffs and Changes in Channel Line-Up

As many of you are aware, since becoming Director of the OCTV, I have found numerous instances where cable television companies have failed to notify subscribers, municipalities, and the OCTV sufficiently in advance of channel or rate changes.

These rules (attached) are now in effect, and were designed to guarantee that subscriber needs for timely information are met, and that the OCTV meet its obligation to handle consumer queries and complaints. To insure uniform reporting and records at the OCTV, the form for Notice of Alteration in Channel Allocation (also attached) should be revised whenever a channel is added, dropped, reallocated, or assigned a different programming service.

Under the rules, the OCTV must be notified first (35 days before), then the municipalities and subscribers (30 days before). Subscribers must receive individual notice of rate changes. With impending channel changes individual notice to subscribers is preferred but not required. See the rule text for additional details.

We realize that many times these decisions are not made at the system level, but we believe it is your obligation to make your corporate management aware of these requirements.

Requests for exemptions must be made in writing well in advance of the notice deadline, with a full explanation.

Although enforcement has been flexible in the past, this reminder will serve as notice of this office's intention to pursue penalties in the event of non-compliance.

Thank you for your anticipated cooperation.

Enclosures (3)

CR/OPDIR/0935

OD89-1

Company _____
System _____
Effective Date _____

Notice of Alteration in Channel Allocation
Pursuant to N.J.A.C. 14:18-14.6

Additions and/or Deletions

<u>Service</u> <u>(e.g. HBO,</u> <u>TNT, WCBS)*</u>	<u>Added (A)</u> <u>or</u> <u>Deleted (D)</u>	<u>Type</u> <u>of</u> <u>Service**</u>	<u>Cable Channel</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Notice Summary

Method Used to Notify Subscribers as Well as when Notified

Method Used to Notify Municipalities as Well as When Notified

Is Channel Changes in Conjunction with a Change in Rates:
Yes _____ No _____ Rates Effective _____

*Note that a service may be both an addition and deletion (e.g. delete from pay and add to basic) and in such case should be listed twice.

**Pub-Educ-Govt Access (PEG), Pay(P), Pay Tier(T), Broadcast Basic (BB), Non-broadcast Basic (NBB), or Local Origination (LO).

PROVIDE THE FOLLOWING INFORMATION FOR ALL SIGNALS CARRIED. (Attach additional sheets if necessary)**

SYSTEM NAME: _____ DATE EFFECTIVE: _____

Pub-Educ-Govt Access(A)
Pay(P) Tier(T)
FCC Must Carry(MC)
Broadcast Basic(BB)
Non-broadcast Basic(NBB)
Local Origination(LO)

Nature Of Programming

[illegible]

FOOTNOTES: (1) For shared carriage, please provide information on all signals.
(2) FCC Title 47, Section 76.5 (z), (aa), (bb), (cc),
(3) FCC Title 47, Section 76.5 (e)
(4) FCC Title 47, Part 76 Cable Television Service, Subpart D Carriage of Television Broadcasting Signals.

- (a) Where these regulations are in conflict with any terms and conditions contained in any CATV company's tariff, these regulations shall govern, unless otherwise authorized by the Office with the approval of the Board.
- (b) A CATV company's tariff shall not be construed to be in conflict with these regulations if said tariff provides for more liberal treatment of subscribers than that provided for in these regulations.

- (a) No CATV company shall impose any excessive, unreasonable, unjustly discriminatory or unduly preferential individual or joint rate, charge or schedule for any service supplied or rendered by the CATV company.
- (b) No CATV company shall adopt any unjust, unreasonable or discriminatory classification in the making or as the basis of any individual or joint rate, charge or schedule for any service rendered by the CATV company.

- (a) If the rates and charges of a cable operator are not subject to prior approval by the Board:
 - 1. A cable TV company implementing a change in its rates shall file with the Office revised tariff sheets reflecting any rate changes at least 35 days prior to the effective date.
 - 2. Each cable TV company shall individually notify, in writing, its subscribers and affected municipalities of a rate change at least 30 days prior to the effective date, with a copy of the notice to the Office.

- (a) Each cable TV company shall file with the Office notice of an alteration in channel allocation, on a form prescribed by the Director, at least 35 days prior to the effective date.
- (b) Each cable TV company shall notify its subscribers and affected municipalities of an alteration in channel allocation at least 30 days prior to the effective date in a manner reasonably calculated to provide such information.
- (c) When timely notice pursuant to this section cannot be met because of factors beyond the cable operator's control, the operator shall provide the earliest possible notice.

These regulations are made and promulgated pursuant to authority vested in the Office and Board by N.J.S.A. 48:5A-1 et seq. and shall be construed in conformity with, and not in derogation of, such statute.

Except as otherwise provided herein, rules, regulations and standards heretofore promulgated with respect to the subject matter encompassed by these regulations are hereby superseded and revoked.

" Revised Page No. "

It is not necessary for a company to send a complete tariff each time a change is made. However, a revised page showing the changes are acceptable.

SAMPLE

TARIFF
OF
"CABLE COMPANY"

Date of Issue:
Issued by

Effective:

(COMPANY)

SAMPLE

Page 1

SYSTEM MANAGER

Name of Manager

Name of Company

Address

Phone Number

TERRITORY SERVED

"Municipalities"

Date of Issue:
Issued by

Effective:

STANDARD TERMS AND CONDITIONS

1. Adoption of Regulations of Office of Cable Television

The Regulations of the Office of Cable Television, Board of Public Utilities, State of New Jersey, are hereby adopted by reference thereto and are incorporated herein as though fully set forth, except that the provisions of those Regulations which are, or may be, inconsistent with those promulgated by any Federal regulatory agency exercising competent jurisdiction, or with any other law of superior effect, are specifically excluded and not adopted.

2. Ownership of Facilities

All facilities and equipment, including but not limited to amplifiers, junction boxes, cable and wire, furnished by the Company in connection with the provision of cable television service, remain the property of the Company and are furnished subject to the following conditions:

- A. Such facilities and equipment shall be reasonably used by the subscriber and shall be returned to the Company upon demand or at the termination of service in good condition, fair wear and tear excepted.
- B. Subscriber provided equipment and facilities shall be connected to Company facilities only as specifically provided elsewhere in this tariff.
- C. Subscribers shall not rearrange, disconnect, or remove equipment provided by the Company except upon the written consent of the Company. Where such rearrangements, disconnections, removals or other changes in such equipment are discovered, a charge will be made as though the work had been performed by the Company.

3. Maintenance of Facilities

The Company will maintain its facilities at its own cost where such maintenance is required by fair wear and tear. Where maintenance service is occasioned by the abuse or neglect of the subscriber, a charge shall be made of the cost of such maintenance service.

Date of Issue:
Issued by:

Effective:

4. Subscriber Provided Facilities

Subscriber provided equipment may be connected to the facilities of the Company only in accordance with the following provisions:

- A. Such subscriber provided equipment shall not cause any interference with the provision of service to other subscribers; damage in any way the facilities of the Company; or enable the subscriber to avail himself of services provided by the Company without paying therefor. Cable wire must meet minimum signal leakage standards.
- B. No subscriber provided equipment may be connected to the Company's facilities without the specific written approval of the Company. Such approval shall not be unreasonably withheld.
- C. The granting of approval for the connection of subscriber provided equipment does not constitute any representation on the part of the Company regarding the compatibility of such equipment with the Company's facilities. The Company shall not be responsible to the subscriber for damages arising out of mistake, improper design, improper use or any other cause, to the facilities of the subscriber so attached. Approval by the Company does not constitute any release to the subscriber for damages which may occur to the Company's facilities by reason of the connection of such subscriber provided facilities.
- D. Any use of the Company's facilities not reasonably contemplated shall be permitted only with the written consent of the Company.
- E. Maintenance service of subscriber provided facilities, including television receivers, is the responsibility of the subscriber. The Company does not provide such service, nor shall it bear the costs of such service.
- F. Subscriber provided equipment shall not cause signal leakage beyond FCC limits.

Date of Issue:
Issued by:

Effective:

5. Liability of Company

A. In accordance with the Regulations of the Office of Cable Television, N.J.A.C. 14:18-3.9, the Company will credit subscribers for outages as follows:

1. An outage is the total loss of the audio and visual portion of any service for which a subscriber pays a separate charge and which affects the Company's cable distribution equipment.
2. For outages lasting six to 24 hours, subscribers will receive a one day credit, based upon the subscriber's monthly rate.
3. For outages lasting more than 24 hours, subscribers will receive a credit for each calendar day (or part of a calendar day, if greater than six hours) during which service is unavailable.
4. No credit will be given if restoration of service within six hours is impossible due to factors beyond the Company's control, provided that the Company restores service within six hours after restoration of service becomes possible.
5. If a loss of service lasts at least 24 hours and is not the result of an outage, the Company will credit the subscriber for one day of service for each 24 hour period during which service is unavailable.
6. The Company will not provide a credit if the loss of service is caused by an act of the subscriber.
7. To apply for a credit, subscribers must notify the Company, within 30 days of the outage, by phone at ____-____ or in writing. Subscribers can also apply for a credit by contacting the Office of Cable Television, within thirty days of the outage, at 1-800-624-0331 or by writing to the Office of Cable Television, Two Gateway Center, Newark, NJ 07102.

Date of Issue:
Issued by:

Effective:

B. In any event, the Company shall not be liable for incidental or indirect damages resulting from any interruption of service, and the Company's total liability for interruption shall not exceed the amount calculated in accordance with Paragraph 5A above.

C. The Company shall not be liable for damages for any accident or any injury occasioned by its facilities when such accident or injury is not due to the negligence of the Company.

6. Billing Periods

Monthly payment shall be due immediately upon receipt of the bill for service to be rendered.

7. Seasonal Rates NOT APPLICABLE

The same as RESIDENTIAL MONTHLY SERVICE CHARGES and RESIDENTIAL MONTHLY PREMIUM CHARGES, except that subscribers must take a minimum of five (5) months service, paid in advance. The SEASONAL RATES include installation.

These rates are applicable to temporary residents and permanent, non-domiciled residents.

8. Billing Procedures

Prior to installation, subscribers shall be required to pay one month's service charge, the applicable installation charge(s), and (where applicable) all other charges in advance. Thereafter, subscribers will be sent invoices monthly.

9. Objections to Charges and Disputed Invoices

If an objection from the customer is not received in writing from the subscriber within ten (10) days after an invoice is rendered, such invoice shall be deemed correct and the charges binding upon the subscriber.

However, if extenuating circumstances are found to exist such that the subscriber is justified in not making an objection in what otherwise would have been a reasonable time after the rendition of the invoice, the disputed charge(s) shall be deemed an open matter for resolution.

Date of Issue:
Issued by:

Effective:

(COMPANY)

SAMPLE

Page 6

In the event that a subscriber disputes an invoice, and notwithstanding the foregoing provisions regarding "objections to charges", the subscriber must nevertheless pay that portion of the invoice not in dispute within ten (10) days of the time when the basis for the dispute becomes known to both the subscriber and the Company. Failure to do so will result in the subscriber being in breach of the service contract.

Date of Issue:
Issued by:

Effective:

RATES AND CHARGESA. INSTALLATION CHARGES¹

- | | |
|---|-------------------------------|
| 1. Basic Installation-primary outlet & one of the following: add set, FM, or VCR (standard installation: 150 feet or less from tap) | \$40.00 |
| 2. Basic Installation-primary outlet & one of the following: add set, FM, or VCR (non-standard installation: over 150 feet from tap) ** | \$30/hr*
plus
materials |
| 3. Additional Outlet or FM (cabled or non-cabled) | \$25.00 |
| 4. Additional Outlet or FM (cabled or converter, jumper cable, and related materials picked up by customer) | \$10.00 |
| 5. Relocation of Outlet (interior work only) | \$25.00 |
| 6. Premium Service (if installed with primary outlet) | No charge |
| 7. Premium Service (if installed other than with primary outlet and technician goes to home) | \$25.00 |
| 8. Premium Service (customer picks up converter or addressable installation) | \$ 6.00 |
| 9. FM Outlet (if installed alone) | \$40.00 |

** Non-Standard Definition as Approved

Date of Issue:
Issued by:

Effective:

- | | | |
|-----|--|-----------|
| 10. | VTR & VCR Installation
(if installed alone) | \$25.00 |
| 11. | Video Game, AB Switch, Parental
Guidance Lock Installation
(if installed with other service) | No Charge |
| 12. | Video Game, AB Switch, Parental
Guidance Lock Installation
(if installed alone) | \$25.00 |
| 13. | Remote Control Unit
(if installed with other service) | No Charge |
| 14. | Remote Control Unit
(if installed alone and technician
goes to home) | \$25.00 |
| 15. | Remote Control Unit
(customer picks up) | No Charge |

*Prorated per person and rounded to
the nearest quarter hour.

B. RECONNECT CHARGES¹

- | | | |
|----|---|---|
| 1. | Reconnect Charge
Basic and Premium Reconnect or Basic
Only Reconnect and One of the Following:
Add Set, FM, or VCR | \$40.00 |
| 2. | Reconnect Premium Service Only | Same as Initial
Installation
Charge |
| 3. | Reconnect Delinquent Disconnected
Accounts | \$40.00 |
| 4. | Temporary Suspension of Service
(4 month maximum) | \$25.00 |
| 5. | In Person Collection of Past Due Balance
Upon Disconnection | \$10.00 |

Date of Issue:
Issued by:

Effective:

C. UPGRADE/DOWNGRADE CHARGE

1. Downgrade Charge - Premium Service Only \$ 6.00*
(customer brings in converter or addressable disconnect)

*If more than one service is being disconnected at the same time, then only one \$6.00 charge.

2. Downgrade Charge - Premium Services Only \$25.00*
(installer goes to home to effectuate change)

*If more than one service is being disconnected at the same time, then only one \$25.00 charge.

D. SPECIALIZED WORK¹

1. Service Calls \$25.00
(non-cable related problem [a problem not caused by a defect in the facilities or of the services provided by the cable company], and damage caused by customer negligence)
2. Hourly Labor Charge \$30/hour*
3. Fishing Walls \$30/hour*
plus
materials
4. Prewiring \$30/hour*
plus
materials
5. Postwiring \$30/hour*
plus
materials
6. Rerun of Outside Drop See Standard
(at request of subscriber) Installation

Date of Issue:
Issued by:

Effective:

7. Financial Deposit:

Amount of up to two months of service may be requested of any subscriber who is delinquent in his/her account over 45 days and is disconnected as a result.

8. Converter Deposit \$75.00

9. Remote Control Converter Deposit \$20.00

*Prorated per person, rounded to the nearest quarter hour.

E. OTHER CHARGES

1. Returned Check \$15.00

2. Non-returned, Lost, Stolen, or Missing Equipment:

Subscriber to be charged the actual full replacement cost of the equipment not returned or the market price in existence when production ceased.

3. Repairs or Replacement of Equipment:

Subscriber charged cost to the Company of replacing or repairing equipment lost or damaged (not to exceed actual full replacement cost)

4. Prepayment Plan:

Subscriber pays 12 months in advance, receives 13th month free.

5. Late Charge:

A subscriber whose account is 60 days or more in arrears is to be charged a late charge of \$5.00.

Date of Issue:
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Effective:

F. HARDWARE COSTS

- | | |
|--------------------------------------|--|
| 1. A/B Switch | Cost plus handling |
| 2. Parental Guidance Lock | Cost plus handling |
| 3. Extra Cable | \$.50 per foot (with two fittings provided without cost) |
| 4. Transformers | \$.50 per unit |
| 5. Cable Service Magazines | First guide per month free; each additional guide per month: \$1.50 per guide plus mailing costs |
| 6. Premium Service Guides | \$.50 per guide plus mailing costs |
| 7. Other Cable Materials or Hardware | Cost of materials, mailing, plus handling charges |

G. SERVICES - MONTHLY

- | | |
|-----------------------------------|---------------------------|
| 1. Residential | |
| a. Basic Service - Primary Outlet | \$16.65 |
| - Each Additional Outlet | \$ 4.95 |
| b. VTR/VCR Outlet with Converter | Same as Additional Outlet |

Date of Issue:
Issued by:

Effective:

c.	FM Service (with basic service) (each outlet)	\$ 4.95
d.	FM Service Alone - Primary Outlet	Same as Basic Service Primary Outlet
	- Each Additional Outlet	\$ 4.95
e.	Remote Cordless Converter	\$ 3.95
f.	Premium Services ²	
	(1) Home Box Office	\$11.50
	(2) Prism	\$12.50
	(3) Showtime	\$10.00
	(4) The Movie Channel	\$10.00
	(5) The Disney Channel	\$10.00

2. Commercial*

a.	Basic Service - Primary Outlet	\$24.95
	- Each Additional Outlet	\$ 3.95
b.	FM Service (with Basic Service) (each outlet)	\$ 3.95
c.	FM Service Alone - Primary Outlet	\$24.95
	- Each Additional Outlet	\$ 3.95
d.	Remote Cordless Converter	\$ 3.95
e.	Prism	\$60.00
f.	HBO (Hotels/Motels)	\$ 5.00 per room

Date of Issue:
Issued by:

Effective:

3. Hot ls/Motels, Nursing Homes & Hospitals (Exclusive of bars, restaurants, and "common" areas. [See Commercial Rates]) Same as residential rates unless specified below**

a. Basic Service - Primary Outlet Same as residential rates unless specified below**

- Each additional outlet (w/o converter) \$ 3.95

- Converter charge (for each additional outlet) Same as residential rates

* Pay service is not provided in places of multiple public accommodation such as restaurants and gathering places, except Prism. (See Commercial Rates).

** Additional outlet rates will be \$3.95, provided that all units are contained under one roof and the units are not year-round residences. Cottages are considered separate residences. Rooming houses where residents are year-round occupants are considered separate residences.

-
1. May be subject to sales tax, where applicable.
 2. Discounts for multiple services may be offered.

Date of Issue:
Issued by:

Effective:

LINE EXTENSION POLICES

I. A) Policy I

B) Municipalities Affected:

II. A) Policy II

B) Municipalities Affected:

III. A) Policy III

B) Municipalities Affected: